

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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UNITED STATES OF AMERICA,

CDCS No: 2017A81875

Civil Case No:

Plaintiff,

-against-

MARK MANNING,

Defendant.  
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|------------------|
| <b>COMPLAINT</b> |
|------------------|

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, Plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The Defendant is a resident of Kings, New York within the jurisdiction of this Court and may be served with service of process at: 196 Park Place, Apt. 3F, Brooklyn, New York 11238.

**The Debt**

3. The debt owed to the United States of America is as follows:

**Claim**

|   |             |
|---|-------------|
| A. Current Principal<br><i>(after application of all prior payments, credits, and offsets)</i>    | \$12,191.69 |
| B. Current Capitalized Interest Balance and Accrued Interest<br><i>(Through October 24, 2017)</i> | \$14,624.38 |
| Total Owed<br><i>(Through October 24, 2017)</i>   | \$26,816.07 |

4. The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 7.00% per annum.

**Failure to Pay**

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

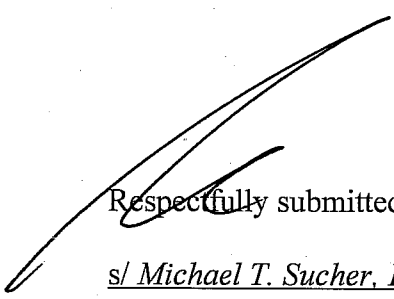
WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and that, pursuant to 28 U.S.C. § 1961, post-judgment interest be awarded on the judgment at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Dated: Brooklyn, New York  
October 24, 2017

Respectfully submitted,

s/ Michael T. Sucher, Esq.  
MICHAEL T. SUCHER, ESQ.  
Private Counsel for Plaintiff  
United States of America  
26 Court Street, Suite 2412  
Brooklyn, New York 11242  
Tel. (718) 522-1995  
Fax. (718) 797-3174

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

MARK MANNING  
196 PARK PL APT 3F  
BROOKLYN, NY 11238  
Account No. XXXXX0909

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 09/22/16.

On or about 08/02/00, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$12,191.69 on 09/05/00 at 7.00% interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 07/11/01. Pursuant to 34 C.F.R. § 685.202(b), a total of \$0.00 in unpaid interest was capitalized and added to the principal balance.

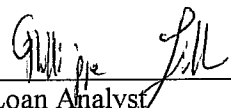
The Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

|                            |             |
|----------------------------|-------------|
| Principal:                 | \$12,191.69 |
| Interest:                  | \$13,696.78 |
| Total debt as of 09/22/16: | \$25,888.47 |

Interest accrues on the principal shown here at the rate of \$2.34 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 8/15/17

  
\_\_\_\_\_  
Loan Analyst  
Litigation Support Unit

**Philippe Guillon**  
**Loan Analyst**